# UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

Chapter 11 Case No. In re: LEHMAN BROTHERS HOLDINGS INC., et al., 08-13555 (JMP) (Jointly Administered) Debtors.

# PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr.P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

# LBVN Holdings, L.L.C.

# Name of Transferee

Name and Address where notices to transferee should be sent:

P.O. Box 1641

New York, New York 10150

E-mail: lbvn@lbvn.myhostedsolution.net

Phone: N/A

Last Four Digits of Acct #: N/A

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP

1285 Avenue of the Americas New York, New York 10019-6064

Attention: Andrew N. Rosenberg

Phone: (212) 373-3158 Facsimile: (212) 492-0158

E-Mail: arosenberg@paulweiss.com

Name and Address where transferee payments should be sent (if different from above): N/A

# Goldman Sachs & Co.

Name of Transferor

Court Claim # (if known): 46900 Total Claim Amount: \$29,230,831.35

Amount of Claim as Filed with respect to ISIN

XS0273044940: \$7,087,500.00

Amount of Claim as Filed with respect to ISIN

XS0273044940 to be Transferred: \$7,087,500.00 (or

100% of the Amount of Claim as Filed)

Allowed Amount of Claim with respect to ISIN

XS0273044940: \$7,095,528.85

Allowed Amount of Claim with respect to ISIN

XS0273044940 to be Transferred: \$7,095,528.85 (or

100% of the Allowed Amount of Claim)

Date Claim Filed: October 26, 2009

30 Hudson Street, 5<sup>th</sup> Floor Jersey City, NJ 07302 Attention: Michelle Latzoni Phone: (212) 934-3921

E-Mail: gsd.link@gs.com

\*\*PLEASE SEE ATTACHED EXHIBITS\*\*

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

LBVN HOLDINGS, L.L.C.

By: Transferee/Transferee's Agent

Date: April 1/4, 2013

Andrew N. Rosenberg/Authorized Signatory

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

# Exhibit A

Evidence of Transfer of Claim

# AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

### TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Goldman Sachs & Co. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to LBVN HOLDINGS, L.L.C. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable amounts specified in Schedule 1 attached hereto (each a "Purchased Claim," and collectively, the "Purchased Claims"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller or Seller's predecessors in interest (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claims, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claims or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claims, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claims, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claims, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claims, but only to the extent of each Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claims and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), and (d), the "Transferred Claims"). For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.
- Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proofs of Claim collectively include all of the Purchased Claims specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claims, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other general unsecured creditors of the same class and type as the Purchased Claims; (g) Seller has provided a true and correct copy of the Notice of Proposed Allowed Claim Amount (each, a "Notice") for each Proof of Claim to the extent and in the form received from Seller's predecessor in interest, and no action was undertaken by Seller with respect to any Notice; and (h) on or around April 4, 2013, Seller received the third distribution relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (collectively, the "Third Distribution") and other than the Third Distribution, Seller has not received any payment or other distribution in full or partial satisfaction of the Transferred Claims.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect

to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property on account of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall (a) promptly (but in any event no later than three (3) business days after the date of this Agreement and Evidence of Transfer) remit the Third Distribution to Purchaser, and (b) promptly (but in any event no later than three (3) business days after receipt) remit to Purchaser any payments, distributions, proceeds or notices (other than notices publicly available or sent directly to Purchaser) received by Seller after the date of this Agreement and Evidence of Transfer of Claim on account of the Transferred Claims. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this  $\frac{1}{1}$  day of  $\frac{1}{1}$  2013.

GOLDMAN SACHS & CO.

Jeremiah Keefe Managing Director

30 Hudson Street, 5th Floor Jersey City, NJ 07302 Attn: Michelle Latzoni Email: gsd.link@gs.com Tel: (212)934-3921 LBVN HOLDINGS, L.L.C.

P.O. Box 1641 New York, NY 10150 E-mail: lbvn@lbvn.myhostedsolution.net

With a copy to: Andy Rosenberg Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019-6064 Phone: 212-373-3125 Fax: 212-492-0125 IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this with day of 2011.

# GOLDMAN SACHS & CO.

30 Hudson Street, 5th Floor Jersey City, NJ 07302 Attn: Michelle Latzoni Email: gsd.link@gs.com Tel: (212)934-3921 LBVN HOLDINGS, L.L.C.

By:
Name: Andrew N. Rosenberg
Title: Authorized Signatory

P.O. Box 1641 New York, NY 10150 E-mail: lbvn@lbvn.myhostedsolution.net

With a copy to:
Andy Rosenberg
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Phone: 212-373-3125
Fax: 212-492-0125

# Transferred Claims

# Purchased Claims

- 100% of Proof of Claim Number 58894 relating to ISIN XS0266833515 = USD 14,194,490.63 (in allowed amount);
- 100% of Proof of Claim Number 63602 relating to ISIN XS0232364868 = USD 11,933,477.47 (in allowed amount);
- 100% of Proof of Claim Number 62743 relating to ISIN XS0297183187 = USD 6,321,349.89 (in allowed amount); 'n
- 100% of Proof of Claim Number 62744 relating to ISIN XS0297183187 = USD 9,482,024.83 (in allowed amount);

4.

- - 100% of Proof of Claim Number 46900 relating to ISIN XS0276438255 = USD 14,191,057.71 (in allowed amount); s.
- 100% of Proof of Claim Number 62743 relating to ISIN XS0326264917 = USD 5,676,423.09 (in allowed amount); 9
- 100% of Proof of Claim Number 62744 relating to ISIN XS0326264917 = USD 8,514,634.63 (in allowed amount); 7.
- 34.024244% of ISIN XS0342777371 = USD 4,074,095.71 (in allowed amount);
- 50.218180% of ISIN XS0342777371 = USD 6,013,173.69 (in allowed amount);
- 10. 100% of Proof of Claim Number 58221 relating to ISIN XS0352310485 = USD 7,095,528.86 (in allowed amount);

11. 100% of Proof of Claim Number 63660 relating to ISIN XS0216921741 = USD 7,236,850.46 (in allowed amount);

- 12. 100% of Proof of Claim Number 62743 relating to ISIN XS0257988484 = USD 2,554,390.39 (in allowed amount);
- 13. 100% of Proof of Claim Number 62744 relating to ISIN XS0257988484 = USD 3,831,585.58 (in allowed amount);
- 14. 100% of Proof of Claim Number 46900 relating to ISIN XS0273044940 = USD 7,095,528.85 (in allowed amount);
- 15. 100% of Proof of Claim Number 50355 relating to ISIN XS0301316906 = USD 2,900,156.55 (in allowed amount);
- 100% of Proof of Claim Number 50351 relating to ISIN XS0301316906 = USD 4,350,234.83 (in allowed amount);

Schedule 1-1

772551v.4 153/05435

17. 100% of Proof of Claim Number 49737 relating to ISIN XS0272317131 = USD 7,095,529.00 (in allowed amount);

18. 100% of Proof of Claim Number 55829 relating to ISIN XS0334382065 = USD 5,179,736.07 (in allowed amount).

Lehman Programs Securities to which Transfer Relates

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13.	62744	XS0257988484	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,700,000.00	USD 3,831,585.58	\$117,871.64
14.	46900	XS0273044940	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000.00	USD 7,095,528.85	\$218,280.80
15.	50355	XS0301316906	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,000,000.00	USD 2,900,156.55	\$89,217.94
16.	50351	XS0301316906	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 3,000,000.00	USD 4,350,234.83	\$133,826.92
17.	49737	XS0272317131	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000.00	USD 7,095,529.00	\$218,280.80
18.	55829	XS0334382065	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 3,650,000.00	USD 5,179,736.07	\$159,344.98

Exhibit B

Proof of Claim

United States Bankruptcy Court/Southe Lehman Brothers Holdings Claims Proce to Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076			CURITIES PROGRAMS OF OF CLAIM
In Re: Lehman Brothers Holdings Inc., et al., Debtors,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Lehman B	Southern District of New York rothers Holdings Inc., Et Al. 08-13555 (JMP) 0000046900
Note: This form may not be used based on Lehman Programs Secu http://www.lehman-docket.com_a	rities as listed on		
Via Notices should be sent at the s attention Luca Amelotti +390105792759	ca CARIGE S.p.A.  Cassa di Risparmio 15 – 1612.  ame address, to the office 903  finanza.post.tradin  mail Address:	3 Genova - Italy Finanza Post Trading	Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: (If known)  Filed on:  Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number:  1. Provide the total amount of your clair	mail Address:	w. Vane alaim amount over be	
Programs Securities as of September 15, and whether such claim matured or becardollars, using the exchange rate as applic you may arrach a schedule with the claim.  Amount of Claim: \$ 29,230,831.3.  Check this box if the amount of claims. Check this box if the amount of claims claim with respect to more than one which this claim relates.  International Securities Identification.  3. Provide the Clearstream Bank Blockin appropriate (each, a "Blocking Number" from your accountholder (i.e. the bank, b than one Lehman Programs Security, you relates.	2008, whether you owned the Lehman ne fixed or liquidated before or after S able on September 15, 2008. If you are amounts for each Lehman Programs 5 (see schedule) (Required) m includes interest or other charges in Identification Number (ISIN) for each Lehman Programs Security, you may a See attached scheman Programs Security if or each Lehman Programs Security if owner or other entity that holds such security in any attach a schedule with the Block	Programs Securines on Septen eptember 15, 2008. The claim filling this claim with respect to becurity to which this claim related addition to the principal amoust Lehman Programs Security to attach a schedule with the ISINs medule (Required) or Reference Number, or other corrections on your behalf). If you ing Numbers for each Lehman ing Numbers for each Lehman in	nber 15, 2008 or acquired them thereafter, amount must be stated in United States o more than one Lehman Programs Security, ites.  It due on the Lehman Programs Securities, which this claim relates. If you are filing for the Lehman Programs Securities to lepository blocking reference number, as You must acquire a Blocking Number are filing this claim with respect to more Programs Security to which this claim
Clearstream Bank Blocking Number, I number: See attached schedule	Euroclear Bank Electronic Instruction (Require		other depository blocking reference
you are filing this claim. You must acou	ar Bank or other depository participan	t account number related to you	r Lehman Programs Securities for which participant account number from your
accountholder (i.e. the bank, broker or of numbers.	her entity that holds such securities on	your behalf). Beneficial holder	s should not provide their personal account
Accountholders Euroclear Bank, Clear Clearstream Bank A/C 89220	(Required	0	MARA ABECCIVED
Consent to Euroclear Bank, Clearst consent to, and are deemed to have authoriseless your identity and holdings of Le reconciling claims and distributions.      Signature: The person	rized, Euroclear Bank. Clearstream Ba hman Programs Securities to the Debto o filing this claim must sign it. Sign at	nk or other depository to its for the purpose of d print name and title, if any,	OCT 2 6 2009
10/22/2009 number of different fro	person authorized to file this claim and me the notice address above. Attach co	oy of power of anomey, if <b>© F</b> Spol <b>A</b> Directors	EPIO BANKRUPTCY SOLUTIONS, LLC
Penalty for Desaning fraudule	nt claim: TASSA DI RISPARMIO DI	GENOVA EIMPERIA vears, o	r both. 18 U.S.C. §§ 152 and 3571

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LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM - CREDITOR: BANCA CARIGE S.P.A. - DEPOSITORY: CLEARSTREAM BANK A/C 89220

ISIN CODE	BLOCKING REFERENCE NUMBER	ORIGINAL CURRENCY	PRINCIPAL AMOUNT IN ORIGINAL CCY	ANNUAL INTEREST RATE (%) *	INTEREST IN ORIGINAL CCY	EXCHANGE RATE *	PRINCIPAL AMOUNT (IN USD)	INTEREST (IN USD)	AMOUNT OF CLA (IN USD)
XS0273044940	CA75177	EUR	5.000.000,00			1,4175	7.087.500,00		7.087.500
XS0276438255	CA75178	EUR	10.000.000,00	4,77300	376.536,67	1,4175	14.175.000,00	533.740,73	14.708.740
XS0326006540	CA75555	EUR	5.000.000,00	5,37500	244.861,11	1,4175	7.087.500,00	347.090,63	7.434.590
TOTAL AMOUN	OF CLAIM								USD 29,230,831

\* Interests accrued until September 14th, 2008

Giovanni Berneschi - Chairman of Board of Di

BANCA CARIGE '5.p.A.
CASSA DI RISPARMIO DI GENCIVA E IMPERIM
IL PRESIDENTE

<sup>\*</sup> Federal Reserve Exchange Rate of September 15th, 2008

Iscritta all'Albo delle Banche e Capogruppo del Gruppo Banca Carige iscritto all'Albo dei Gruppi Bancari

## **DIREZIONE GENERALE**

N. Uff. CO/ 1026 /2009 Legal Department

Sigle .

Epiq Bankruptcy Solutions, LLC, Attn: Lehman Brothers Holdings Claims Processing 757 Third Avenue, 3rd Floor, New York, NY 10017

Genova, October 23 2009

Object: Banca Carige S.p.A – N. 4 Lehman Securities Programs Proof of Claim Forms

Dear Sirs,

Please find hereby enclosed n. 4 Lehman Securities Programs Proof of Claim Forms.

If You have any questions or if You need further explanation, please contact Mr. Riccardo Schiavina, Legal Department, through the following email address: riccardo.schiavina@carige.it

Yours faithfully,

(Giuseppe Formida)

HEAD OF THE LEGAL DEPARTMENT

08-13555-mg Doc 36620 Filed 04/17/13 Entered 04/17/13 15:30:47 Pg 15 of 15 Main Document (1) JDD1 3041 0354 6005 457 EXPRESS UDRIDUTOE (0 10017 NEW YORK, UNITED STRIES RAMSHIR: 1. CT FL. F. US-ZYP-TSS 46 6336 3401 Recount No 100738526 Raf Cods: 301